

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

FASHION GROUP, LLC, FUNGYUN, INC. and)
NYC ALLIANCE COMPANY, LLC,)

Plaintiffs,)

v.)

Case No. 1:18-cv-02959 (PGG)(BCM)

JOHNNY’S SIGNATURE, INC., JOHNNY’S)
SIGNATURE INT., INC., DEEPAK SAJNANI,)
BILCO IMPORT & EXPORT, INC., BILCO)
INDUSTRIES, INC., BURTON CHEN (a/k/a Billy)
Chen, a/k/a William Chen, a/k/a Zhiquan Chen),)
JERRY LAU and DOUBLE TOP)
INTERNATIONAL, INC.)

**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

Defendants.)

WHEREAS, plaintiffs Fashion Group, LLC, Fungyun, Inc. and NYC Alliance Company, LLC (“Plaintiffs”), and defendants Johnny’s Signature, Inc., Johnny’s Signature Int’l, Inc., Deepak Sajani, Bilco Import & Export, Inc., Bilco Industries, Inc., Burton Chen (a/k/a Billy Chen, a/k/a William Chen, a/k/a Zhiquan Chen), Jerry Lau and Double Top International, Inc. (“Defendants”) (collectively, the “Parties”) reached a settlement disposing of all claims asserted in the above-captioned action (the “Action”);

WHEREAS, none of the Parties to the above-captioned action is an infant or incompetent person; and

IT IS HEREBY STIPULATED AND AGREED by and between the Parties, through the undersigned counsel, as follows:

1. Pursuant to the parties’ March 25, 2020 Settlement Agreement and Release of Claims, the parties hereby agree that the above-captioned action is dismissed and discontinued with prejudice, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Any and all of the claims for damages by Plaintiffs which are the subject of the Action or otherwise arise out of any of the incidents alleged in the Action are hereby fully settled.

3. Nothing in this So Ordered Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by any of the defendants regarding any of the allegations made by the plaintiffs in the Action.
4. The Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement.
5. The undersigned counsel represent and warrant that they are fully authorized to execute this stipulation on behalf of the persons and entities indicated below.

Dated: April 20, 2020

JONATHAN FAUST, ESQ.

LAZARUS & LAZARUS, P.C.

/s/ Jonathan J. Faust

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KORNFELD & ASSOCIATES, P.C.

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Industries, Inc., Burton Chen (a/k/a Billy Chen,
a/k/a William Chen, a/k/a Zhiquan Chen)*

SO ORDERED:

Dated: New York, New York

_____, 2020
(date)

United States Magistrate Judge